

**IN THE ASSOCIATE CIRCUIT COURT OF CASS COUNTY, MISSOURI
SEVENTEENTH JUDICIAL CIRCUIT**

STATE OF MISSOURI)
)
 Plaintiff,)
)
 vs.) DWI Court Case No. _____
)
 _____)
)
 Defendant.)

DWI COURT CONTRACT

Having been offered the opportunity to participate in the Cass County DWI Court, I agree to the terms, conditions and waivers listed below:

Waiver of Certain Rights:

1. I waive my right to require a search warrant. I hereby consent to a search of my person, place of residence or business, and any vehicle I own or am operating, if requested to do so by the Court, law enforcement, probation officer, or other DWI Court team member, without any warrant and without probable cause for such search.
2. I waive my right to be represented by counsel during my participation in DWI Court, with the exception of any final procedure to determine if dismissal from DWI Court should occur.
3. I waive my right to a change of judge or change of venue during my participation in DWI Court, including any final procedure to determine if dismissal from the DWI Court should occur.

My responsibilities are:

1. I must tell the truth.
2. I must attend all court sessions as ordered.
3. I must execute a waiver of confidentiality form to allow obtaining and sharing of information among DWI Court personnel.
4. I must follow the treatment plan developed by the DWI Court team and follow any directives that the DWI Court team gives me.
5. I must obey all laws. I will report any contact with law enforcement to my probation officer within 48 hours.
6. If I come into official contact with law enforcement, I will notify them that I am a DWI Court participant.
7. I must tell my probation officer within 48 hours if I move, change my telephone number or disconnect my phone, or have any changes in employment.
8. I must submit travel arrangements to the DWI Court team for approval prior to leaving the KC Metro area. The KC Metro area is defined as Cass County, Jackson County, Clay County, Platte County, Johnson County, Kansas and

Wyandotte County, Kansas. I must submit these travel plans at least 2 weeks in advance of departure.

9. I must submit to monitored drug or alcohol testing upon request. I understand that any attempt to falsify a test or sample is grounds for immediate termination from DWI Court.
10. I agree to pay additional fees associated to tracking, drug and alcohol screening, monitoring, and treatment. I understand that if I reside outside of Cass County, these fees may be higher than the fees assessed to participants residing within Cass County.
11. I understand that while in the DWI Court program, I may not possess, carry or transport any weapon as defined by statutes.
12. I agree that I will not use, possess, distribute or sell and drugs or alcohol. I will not associate with any person possessing, using, or selling controlled substances, and I will not enter any establishment where alcohol is the primary item for sale. I will not have any alcohol or controlled substances in my residence.
13. I agree that I will not work with any law enforcement agency on drug cases or on cases where I may come into contact with controlled substances. Nothing in the agreement shall prevent me from voluntarily providing information to a law enforcement agency about my prior involvement with or knowledge of controlled substances.
14. I understand that I must follow the rules of this program (as described in the DWI Court Manual, which I have read and retained a copy), the directives given by the Judge, my probation officer and the DWI Court team, and I must remain drug and alcohol free while in the program. If I fail to do so, the Judge may impose sanctions upon me.
15. I agree that, if asked, I will participate in an exit evaluation at the end of DWI Court, whether by graduation or termination.

Client Rights and Benefits:

1. I can request to have a lawyer when there is a court hearing to determine if termination from DWI Court should occur, and if I cannot afford a lawyer, I can ask the Court to appoint a lawyer to give me legal advice.
2. I can quit the DWI Court program at any time, but if I do so, termination from the DWI Court will occur.
3. If I quit, or if I am terminated from the DWI Court, anything I have said to a DWI Court Team member while in the DWI Court cannot be used against me in a prosecution.
4. I further understand that if I am terminated from the DWI Court, my conduct while in the program, may be considered by the Court for the purpose of determining the appropriate punishment at disposition of the case.

Statement of Responsibility

In order to be admitted into DWI Court, I understand I must describe my conduct which caused the charges to be brought. I did the following: (please write legibly below or attach a typed statement)
